at such heavy ground-rents. Large capitalists and public bodies have expended idle money in such purchases, and given thirty, and even more, years' purchase for the real estate. They have bought upon the faith of the law as it then was and still is, and would it be righteous by an after-made law to depreciate the property, and to subject the purchasers to an unforeseen liability? It is true they bought with a consciousness that the ground-rents were extravagantly high; but they gave heavy market prices, based upon the stability of those very rents. Deriving no exorbitant profit, they can scarcely be deemed to be in a situation to be visited with an inequitable responsibility. Wearying as it probably would be to decide the question equitably, there is this consolation, that by leaving existing buildings exempt from any such provision (even should it be deemed prudent to render future owners of ground-rents, which exceed some specific proportion to the rack-rent, liable to pay part of the cost of rebuilding party walls), no extensive harm can ensue, for, in all these extreme cases, it will be found that the buildings are unusually substantial, and little liable to fall before they fall into the hands of the freeholders.

Supposing, however, that this, or a similar strain of observation, were not deemed convincing, and the legislature really were to enact, that ground landlords should contribute their quota of the cost of repairing and rebuilding party walls; it may be well to test whether or not it could be carried into effect. If one house be let at a fixed ground-rent, it would not be more difficult, but it might be equally so as in other rents, if taken in proportion both to time and to amount, to decide how much the ground landlord ought to pay. But there is another and a very common mode of leasing ground, in which it must utterly fail; I mean that in which the landowner leases a large plot to one person, who either lays it out in equal or unequal plots, and lets it to others at a higher rate, thereby making an improved ground-rent; or, he lets off parts only, laying upon them the whole, or nearly the whole, of the chief rent, and reserving, for himself the remainder; not indeed making an improved rent, but doing equally well, in paying little or no ground-rent for that which he reserves for his own use.

As suppositious cases may always be got rid of by the remark, that they either never did, or never will, or never may or can exist, and therefore need not be thought of, much less legislated for, I will give you an actual instance of such letting as, if I mistake not, will fully bear out my opinion, that such an enactment never can be carried out, but must of necessity be speedily repealed, as wholly impracticable.

A, a tenant for life, but legislatively empowered to grant building leases for ninety-nine years, has leased two plots of ground to B for a premium, and at a fair ground-rent. Upon each of the plots was then only one building which could be maintained.

B used one plot in this wise: he for a premium leased one piece to C, reserving only a long accustomed ground-rent for the whole term; he also leased to C one other piece, at a very small ground-rent, for the whole term, without a premium. He agreed to lease unto D the remainder of the plot of ground with one old but substantial building upon it. D laid it out, in part for building, and began to build houses and stabling; but, before completing them, becoming embarrassed, he sold his interest therein: first so apportioning the ground-rents among the houses, as to leave the remainder nearly free from ground-rent. B, to render the purchasers secure, granted separate leases to E, F, G, and H for a large portion of the whole term, and subject to some very short periods, originally agreed for by D to four of his neighbours, retained those four pieces, which are used as back yards for the houses of another estate, of which he can within a few years deprive them, shut up their lights, destroy their easements, render them incapable of being profitably rebuilt, should clause 21 become law, and most seriously decrease the income of a trust estate, charged with the maintenance of a most important public structure.

B used the second plot in this wise: he leased an old building thereon, together with an additional piece of ground to give it frontage and make it more valuable, to I. for a term some years short of his own lease, and leased under separate deeds two other portions to K. who built several houses thereon, and other buildings, some of which K has underleased, and others are let to yearly tenants.

A is dead. He received a large premium and good ground-rents. His successor, L. a stranger in blood, receives good ground-rents only.

B, who in part received premiums, and in part improved ground-rents, is dead.

His representative, a stranger in blood, receives only those improved ground-rents for several years, and after their expiration, his representatives will have to receive the ground rents.

Supposing that fire, flood, violence, or earthquake were to shake the estate, so as to render either of the party walls ruinous, how will it be possible for the official referees to apportion A's two ground-rents, each of which is for a whole plot, and not for its parts, to every individual building, so as exactly to define A's quantum of interest in that building, and to award his proportion of the expense of rebuilding the half party walls? How, again, can they divine exactly B's liability with respect to every subdivision of each plot, when his interest in the whole is but one sum? How, again, are they to get at that portion of annual interest which ought to appertain to the divided estates of the two dead men, in respect to the premiums which they received, and of which their descendants receive the benefit?

It is said that North American jugglers can swallow a Papoose's cradle. I apprehend that our legislators must far excel them in adroitness if they can make their way cleanly out of such a puzzler as this.

And, Sir, I need not tell you, that such cases as these are very far from uncommon. I doubt not that every one of the Bedford, the Grosvenor, the Portman, the Somers, the Southampton, the Church, College, Hospital, Corporation, and charitable trust estates of this vast metropolis, will furnish numerous instances of this complication.

I think, Sir, I have now shewn that, if it were just to fix upon ground landlords a portion of the cost of repairing and rebuilding party walls, it never could; in practice, be accomplished, and that the attempt would surely end in the most inextricable confusion.

If the existing law be so inexplicit in the wording of its enactment as not to carry out the right intention of its makers, if the proposed law be, practically, incapable of effecting the highly praiseworthy object of its promoters, whose desire to act uprightly is manifested in every line, and whose mode of action is only baffled by the, perhaps, insurmountable difficulty of making one uniform rule, justly to meet every variety of term included in one general term, and every variation of rent growing out of one original rent, it may not be quite unprofitable to try other suggestions, having the same object, and more or less allied to both.

By whatever method it may be proposed to attain the object, it is quite clear that reparation and rebuilding are two different things, and require different treatment. Therefore, to clear the gangway of matter extraneous to the main question, I would first suggest provisions, that in all cases where premises are let upon repairing leases of at least twenty-one years, the reparation of party walls (and a proportionate part of the cost of rebuilding half party walls), shall be held to be included in the common covenant to repair, and the cost be paid by the lessee:—and that in all cases of repairing-leases of less than twenty-one years, the reparation of party walls shall not be included in the common covenant to repair, but the costs shall be paid by the lessor.

That optional leases for seven, fourteen, or twenty-one years shall class under either head, as the term may stand when the repair is done: that is, if the third seven years has been entered upon, to be taken at a twenty-one years' lease; if only the second seven years be entered upon, then as a fourteen years' lease.

These provisions would define the responsibility of the lessee, and so far protect him.

I would next suggest, that the owner of the soil should be protected by a provision, that in all cases wherein a lessee or sub-lessee holds, or held, an original term of sixty-three years or more, the person under whom he holds shall not be chargeable with all, or any part of, the cost of rebuilding the whole, or any portion of, a half party wall.

I take sixty-three years, or two generations, because that is no unfair building term.

It may also be well to provide that copyholders, and also all lessees who hold leases renewable for ever at certain periods and at fixed fines, shall be considered as holding for sixty-three years, and, therefore, be chargeable with the cost of rebuilding half party walls.

That lessees who hold leases, renewable periodically, until some stipulated period of sixty-three years at the least shall be attained, whether under fines or not, shall be considered as holding to the full extent of such period, and be chargeable with the cost of rebuilding half party walls.

That lessees who hold leases renewable according to custom, although not for ever, at fines certain or uncertain, shall not be chargeable with more than half the cost of rebuilding half of the whole or any portion of a party wall, but shall be authorized to retain the other half out of the fine at the next renewal; and, to protect such a lessee against the oppressive demands which may, at renewals, be made to neutralize his demand against the lessors, it may be necessary to provide, that no lessor shall demand, at such renewal, more than the customary rate of fine received by himself or his predecessors. Or, as such an enactment might be supposed seriously to affect church, collegiate, corporation, and trust property, it might be provided that every such lessee shall be held to possess, at all times, a legal claim to renewals, at the customary fines and periods; in which case he may be chargeable with the whole cost of rebuilding half party walls.

That lessees who hold for life only, shall be considered as holders of leases for twenty-one years.

It is just possible that some such regulations as these would provide approximate justice for the bulk of owners and lessees; but there is a class of quasi-freeholders, those for their own lives only, the estate at their deaths passing to strangers in blood, for whom I cannot tell what provision to suggest. Freeholders for life only, of an entailed estate, do not need much commiseration, for that descendants of their own blood will reap the benefit; but, when the property is to pass to aliens, it will be doubly hard to deprive them, in all probability, of their whole living, to pay for that from which they may derive no beneficial return; while the law would in most, if not all, cases preclude them from granting leases for more than twenty-one years, so as to give the lessee such an interest as would justify the burthen being placed upon him. I feel dead beaten by this difficulty, and will pass on to the apportionment of the cost of rebuilding half party walls.

If we take the obvious intention of the present law, to charge the profits of the estate with the burthen—for, although obscurity and misunderstanding have warped this intention and wrought most cruel wrong, its framers, as honest men, could not have meant either the owner of the house, or the occupier holding an advantageous lease, to go free, and, therefore, must have considered their words "improved rent," legally to mean all rent beyond that of the bare soil—one would think it may be possible so to frame a measure, as that it shall, without escape, include the housewner. If so, we may do much, be being before protected from undue responsibility, by the provision as to lessees of sixty-three years.

Suppose then, that to prevent persons escaping who let at a low rate but take a premium, it be provided that in every case wherein a premium has been given, a sum equal to seven per centum upon the amount of premium shall for the purposes of calculation be added to and be considered to be part of the rent received by him; and also, that all lessees who occupy shall be considered as beneficially interested to the extent of the difference between rack-rent and that which they actually pay.

Having done this, let it be enacted that an equal part of the total cost of rebuilding the half party wall shall not be apportioned to every pound of the rack-rent: that the sub-lessee, of the person receiving such rack-rent, shall, in the first instance, pay the whole sum; that he shall be empowered to recover from his lessor re-payment in due proportion to the rent he has to pay to such lessor.

That each shall pay, and so be authorized to recover, through the whole series, up to, and including the housewner, or stopping at such lessee as should hold an original lease of sixty-three years.

Thus would each pay only in proportion to his annual profits, and it would mercifully meet those unfortunate cases in which an intermediate lessee may have made a losing bargain, inasmuch as he, gaining nothing, would also pay nothing, but only have to hand to one that which he would receive from another.

I take it, that this was meant to be the case under the 14th Geo. 3, cap. 78:—and, upon very careful consideration, it does appear to me the only way in which approximate justice can be attained. Strict justice may be unattainable in every case, by the wariest legislation. Nor may it in the severest cases, really be so unjust as at first sight it may appear. Should it happen that a party wall need to be rebuilt hard upon the expiration of a lease; for it is to be recollected, that if the unexpired term be short, the expired term, with all its accumulated profits has been long. At all events that each one of a series should lose a part, is much better than that one should lose the whole.

Another proposition might indeed be made to this effect, taking time only as the basis.

The lessee or sub-lessee who held an original lease of sixty-three years shall pay the whole cost; or one half, if he held only forty-two years; or one fourth, if he held for twenty-one years; or for the plasterer's, joiner's, mason's, painter's work, and embellishments, if he held fourteen years; and for painting and embellishment only for any period less than fourteen years.

This mode would work out a kind of proportion, and its basis being ascertainable from deeds, bears with it an imposing appearance of certainty; and, it probably would neither be unjust nor unreasonable, if all lessees were equally gainers by their leases; but that is often not the case; and this mode

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